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**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

Case No. 5:19-cv-00310

ANITA ROSS,

Plaintiff,

v.

D & A SERVICES, LLC,

Defendant.

**COMPLAINT FOR DAMAGES**

**1. VIOLATION OF THE FAIR DEBT  
COLLECTION PRACTICES ACT, 15  
U.S.C. § 1692 *ET SEQ.***

**2. VIOLATION OF THE ROSENTHAL  
FAIR DEBT COLLECTION PRACTICES  
ACT, CAL. CIV. CODE § 1788 *ET SEQ.***

**JURY TRIAL DEMANDED**

NOW COMES, ANITA ROSS, through counsel, WAJDA LAW GROUP, APC,  
complaining of D & A SERVICES, LLC, as follows:

**NATURE OF THE ACTION**

1. This action arises under the Fair Debt Collection Practices Act ("FDCPA"), 15 U.S.C. § 1692 *et seq.* and the Rosenthal Fair Debt Collection Practices Act ("RFDCPA"), Cal. Civ. Code § 1788 *et seq.*

**JURISDICTION AND VENUE**

2. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1331.

3. This Court has supplemental jurisdiction pursuant to 28 U.S.C. § 1367.

4. Venue in this district is proper under 28 U.S.C. § 1391(b)(2).

**PARTIES**

5. ANITA ROSS (“Plaintiff”) is a natural person, over 18-years-of-age, who at all times relevant resided in this judicial district.

6. Plaintiff is a “consumer” as defined by 15 U.S.C. § 1692a(3).

7. Plaintiff is a “debtor” as defined by Cal. Civ. Code § 1788.2(h).

8. D & A SERVIECS, LLC (“Defendant”) is a foreign limited liability company with a principal place of business in Des Plaines, Illinois.

9. Defendant is a “debt collector” as defined by 15 U.S.C. § 1692a(6).

10. Defendant is a “debt collector” as defined by Cal. Civ. Code § 1788.2(c).

**FACTUAL ALLEGATIONS**

11. On May 28, 2018, Plaintiff notified Synchrony Bank that they retained Wajda Law Group, APC to represent them with respect to an Amazon.com Store Card account<sup>1</sup>.

12. Plaintiff’s Amazon.com Store Card account balance is a “debt” as defined by 15 U.S.C. § 1692a(5).

13. Plaintiff’s Amazon.com Store Card account balance is a “consumer debt” as defined by Cal. Civ. Code § 1788.2(f).

14. Plaintiff instructed Synchrony Bank to direct future communication to Wajda Law Group, APC.

15. Thereafter, Synchrony Bank sold Plaintiff’s account to Crown Asset Management, LLC. Crown Asset Management, LLC referred Plaintiff account to Defendant for collection.

16. Upon information and belief, when Crown Asset Management, LLC transferred Plaintiff’s account to Defendant for collection, it provided Defendant with a statement of Plaintiff’s

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<sup>1</sup> The Amazon.com Store Card is issued by Synchrony Bank.

1 account, social security number, telephone number, and a statement of the amount of Plaintiff's  
2 outstanding debt.

3 17. On January 11, 2019, Defendant sent Plaintiff a letter stating they were attempting  
4 to collect \$1,824.95 from Plaintiff.

5  
6 **CLAIMS FOR RELIEF**

7 **COUNT I:**

8 **Fair Debt Collection Practices Act (15 U.S.C. §§ 1692 *et seq.*)**

9 18. All paragraphs of this Complaint are expressly adopted and incorporated herein as  
10 though fully set forth herein.

11 **Violation(s) of 15 U.S.C. § 1692c(a)(2)**

12 19. Section 1692c provides:

13 (a) **Communication with the consumer generally.** Without the prior  
14 consent of the consumer given directly to the debt collector or the express  
15 permission of a court of competent jurisdiction, a debt collector may not  
16 communicate with a consumer in connection with the collection of any debt

17 \*\*\*

18 (2) if the debt collector knows the consumer is represented by an  
19 attorney with respect to such debt and has knowledge of, or can  
20 readily ascertain, such attorney's name and address, unless the  
21 attorney fails to respond within a reasonable period of time to a  
22 communication from the debt collector or unless the attorney  
23 consents to direct communication with the consumer.

24 15 U.S.C. § 1692c(a)(2).

25 20. Defendant violated 15 U.S.C. § 1692c(a)(2) by communicating with Plaintiff despite  
26 knowing that Plaintiff was represented by an attorney.

27 21. Plaintiff may enforce the provisions of 15 U.S.C. § 1692c(a)(2) pursuant to section  
28 k of the Fair Debt Collection Practices Act (15 U.S.C. § 1692k) which provides "any debt collector

1 who fails to comply with any provision of [the Fair Debt Collection Practices Act] with respect to  
2 any person is liable to such person in an amount equal to the sum of –

- 3 (1) any actual damage sustained by such person as a result of such failure;  
4  
5 (2)  
6 (A) in the case of any action by an individual, such additional damages  
as the court may allow, but not exceeding \$1,000.00; or  
7  
8 (3) in the case of any successful action to enforce the foregoing liability, the  
costs of the action, together with reasonable attorney's fees as determined by  
9 the court.

10 WHEREFORE, Plaintiff request the following relief:

- 11 A. a finding that Defendant violated 15 U.S.C. § 1692c(a)(2);  
12 B. an award of any actual damages sustained by Plaintiff as a result of Defendant's  
13 violation(s);  
14 C. an award of such additional damages, as the Court may allow, but not exceeding  
15 \$1,000.00;  
16 D. an award of costs of this action, together with a reasonable attorney's fee as  
17 determined by this Court; and  
18  
19 E. an award of such other relief as this Court deems just and proper.

20 **COUNT II:**

21 **Rosenthal Fair Debt Collection Practices Act (Cal. Civ. Code § 1788 *et seq.*)**

22 22. All paragraphs of this Complaint are expressly adopted and incorporated herein as  
23 though fully set forth herein.

24 **Violation(s) of Cal. Civ. Code § 1788.17**

25 23. California Civil Code § 1788.17 provides:

26  
27 Notwithstanding any other provision of this title, every debt collector  
28 collecting or attempting to collect a consumer debt shall comply with the

provisions of Section 1692b to 1692j, inclusive, of, and shall be subject to the remedies in Section 1692k of, Title 15 of the United States Code.

24. As alleged, Defendant violated 15 U.S.C. § 1692c(a)(2); therefore violating Cal. Civ. Code § 1788.17.

25. Plaintiff may enforce the provisions of Cal. Civ. Code § 1788.17 pursuant to Cal. Civ. Code § 1788.30 which provides:

- (a) Any debt collector who violates this title with respect to any debtor shall be liable to that debtor only in an individual action, and his liability therein to that debtor shall be in an amount equal to the sum of any actual damages sustained by the debtor as a result of the violation;
- (b) Any debt collector who willfully and knowingly violates this title with respect to any debtor shall, in addition to actual damages sustained by the debtor as a result of the violation, also be liable to the debtor only in an individual action, and his additional liability therein to that debtor shall be for a penalty in such amount as the court may allow, which shall not be less than one hundred dollars (\$100.00) nor greater than one thousand dollars (\$1,000.00).
- (c) In the case of any action to enforce any liability under this title, the prevailing party shall be entitled to costs of the action. Reasonable attorney's fees, which shall be based on time necessarily expended to enforce the liability, shall be awarded to a prevailing debtor.

WHEREFORE, Plaintiff request the following relief:

- A. a finding that Defendant violated Cal. Civ. Code § 1788.17;
- B. an award of any actual damages sustained by Plaintiff as a result of Defendant's violation(s);
- C. an award of such additional damages, as the Court may allow, but not exceeding \$1,000.00;
- D. an award of costs of this action, together with a reasonable attorney's fee as determined by this Court; and
- E. an award of such other relief as this Court deems just and proper.

**DEMAND FOR JURY TRIAL**

Pursuant to Fed. R. Civ. P. 38(b), Plaintiff demand a trial by jury of any and all issues in this action so triable of right.

DATED: February 19, 2019

Respectfully submitted,

**ANITA ROSS**

By: /s/ Nicholas M. Wajda

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